

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-62001	DATE 9/28/2012	PAGE 1 of 5
ADDRESS OF PREMISES 1770 Corporate Drive, Suite 500, Norcross, GA 30093-2937			

THIS AGREEMENT, made and entered into this date by and between Endicott Company, LLC

whose address is 1750 CORPORATE DRIVE, SUITE 730
NORCROSS, GA 30093-2937

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to add the expansion space, amend the broker commission, and add the additional ware yard language to the lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **September 27, 2012**, as follows:

Upon execution of this Supplemental Lease Agreement (SLA) by the Contraction Officer, this serves as a Notice to Proceed (NTP) for the construction of tenant improvements for the [REDACTED] located at 1770 Corporate Drive, Suite 500, Norcross, GA 30093-2937.

WHEREAS this Notice to Proceed is issued for the NOT-TO-EXCEED amount of \$1,618,359.38, in accordance with the estimate dated 9/5/12. After inspection by the Contracting Officer or their designee, the Lessor shall receive a lump sum payment in the amount below. A final invoice will be required, prior to payment.

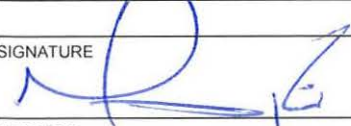
Amortized in Rent	\$1,159,362.24
Paid via Lump Sum	\$458,997.14
Total	\$1,618,359.38

WHEREAS the occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless, approved by a GSA, Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

The Lessor waives all restoration rights.

Continued on next page

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR Endicott Company, LLC	
SIGNATURE 	NAME OF SIGNER Gregory A. Dexter President
ADDRESS 1750 Corporate Drive, Suite 730, Norcross, GA 30093-2937	

IN PRESENCE OF	
SIGNATURE	NAME OF SIGNER
ADDRESS	

UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Craig Thomas OFFICIAL TITLE OF SIGNER Contracting Officer

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-62001	DATE 9/28/12	PAGE 2 of 5
---------------------------------------	------------------------------	-----------------	----------------

The original invoice for the items above must be submitted directly to the GSA Finance Office online at www.finance.gsa. A copy of the invoice must be provided to the Contracting Officer at the following address:

GENERAL SERVICES ADMINISTRATION
Attn: Craig Thomas, Contracting Officer
77 Forsyth Street SW, Suite 500
Atlanta, Georgia 30303

A proper invoice must include the following:

Invoice date;

Name of the Lessor as shown on the Lease;

Lease contract number, building address and a description, price and quantity of the items delivered;

The GSA PDN Number will be provided in writing at a later date.

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

Paragraph 1.01 THE PREMISES of the Lease is hereby deleted in its entirety and replaced with:

Office and Related Space: **38,395** rentable square feet (RSF), yielding **36,882** ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of **4.10%** (rounded), located on the **1st** floor and known as Suite **500**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit 1.

Paragraph 1.03 RENT AND OTHER CONSIDERATION of the Lease is hereby deleted in its entirety and replaced with:

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	YEARS 1 – 5		YEARS 6 - 10	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$440,390.65	\$11.47 ¹	\$497,983.15	\$12.97 ¹
TENANT IMPROVEMENTS RENTAL RATE*	\$150,297.09	\$3.91 ¹	\$150,297.09	\$3.91 ¹
OPERATING COSTS*	\$172,009.60	\$4.48 ¹	\$172,009.60	\$4.48 ¹
BUILDING SPECIFIC SECURITY COSTS	\$0.00	\$0.00	\$0.00	\$0.00
FULL SERVICE RATE	\$762,697.34	\$19.86¹	\$820,289.84	\$21.36¹

*The Tenant Improvements Allowance is amortized at a rate of **5.4** percent per annum for **10** years

¹Rates may be rounded.

	YEARS 11 – 15	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$342,867.35	\$8.93 ¹
TENANT IMPROVEMENTS RENTAL RATE*	\$0.00	\$0.00
OPERATING COSTS*	\$172,009.60	\$4.48 ¹
BUILDING SPECIFIC SECURITY COSTS	\$0.00	\$0.00
FULL SERVICE RATE	\$514,876.95	\$13.41¹

¹Rates may be rounded.

Continued on next page



 Lessor Govt

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-62001	DATE 9/28/12	PAGE 3 of 5
---------------------------------------	------------------------------	-----------------	----------------

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed **36,882** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01, The Premises" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

Paragraph 1.04 of the lease **BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)** is hereby deleted in its entirety and replaced with:


Studley, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **Studley, Inc** with the remaining [REDACTED], which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.


Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Total Credit: [REDACTED]
Amortization Period: **7 months**
Monthly Credit Amortization: [REDACTED]

Month 1 Rental Payment **\$63,558.11** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Continued on next page


Lessor


Govt

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-62001	DATE 9/28/12	PAGE 4 of 5
---------------------------------------	------------------------------	-----------------	----------------

Month 2 Rental Payment **\$63,558.11** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment **\$63,558.11** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

Month 4 Rental Payment **\$63,558.11** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.

Month 5 Rental Payment **\$63,558.11** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.

Month 6 Rental Payment **\$63,558.11** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.

Month 7 Rental Payment **\$63,558.11** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent.

Paragraph 1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011) is hereby deleted in its entirety and replaced with:

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **32.978** percent. The percentage of occupancy is derived by dividing the total Government space of **38,395** RSF by the total building space of **116,426** rentable square feet.

Paragraph 1.12 OPERATING COST BASE (AUG 2011) is hereby deleted in its entirety and replaced with:

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$4.48 per rentable square foot.

Paragraph 7.03 The following is hereby added as Paragraph 7.03 of the Lease regarding the ware yard expansion:

The Government has requested that the ware yard for its use pursuant to the provisions of the Lease be expanded as depicted on Exhibit 3 attached to and made a part of this Supplemental Lease Agreement (such expansion, the "Expansion"). Accordingly, Lessor and the Government hereby agree that Lessor will try to accommodate such request on the terms and conditions set forth below, and Lessor and the Government additionally agree as follows:

Lessor expressly makes no representations or warranties about the extent, if any, to which Lessor will be able to obtain the requisite permits and approvals to permit the Expansion.

In partial consideration for Lessor's undertakings as described in paragraph 1 above, and in order to minimize the disruption of the activities of Lessor's other tenants resulting from the enclosure of the ware yard and the expansion of it onto adjacent property as described above and as depicted on Exhibit 3 to this Supplemental Lease Agreement while affording protection for the safety of Government employees using the ware yard as part of their official duties, the Government agrees that hereafter the gates on each end of the fenced area surrounding the ware yard shall be kept on a time-clock system so as to keep the gates open from 8:00 a.m. to 5:30 p.m. on Monday through Friday of each week, except on national holidays as recognized by the Government, and the Lessor will install a speed bump in each of the two locations specified by the Government. Accordingly, upon the effective date of this Supplemental Lease Agreement, Lessor shall be authorized to make such modifications and installations as are appropriate therefor.

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Furthermore, following such modifications and installations, the Government shall not obstruct access through the ware yard, by the parking of vehicles or otherwise, so that vehicles servicing other tenants of Lessor shall be able


Lessor 
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SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-62001	DATE 9/28/12	PAGE 5 of 5
---------------------------------------	------------------------------	-----------------	----------------

regularly to pass through the ware yard during these hours. If the Government breaches this provision, before Lessor takes legal action to pursue any remedy for such breach, Lessor shall provide the Government notice, in accordance with the Lease, of such breach and shall not pursue such remedy for such breach if the Government cures such breach within two business days following such notification; provided that the Government shall not be entitled to such notice if Lessor has previously furnished notice to the Government of a similar breach. The Government recognizes that a breach of this provision could result in damage to the Lessor, such as causing it to become in breach of leases to other tenants or discouraging potential tenants from leasing other space from Lessor, that other tenants of Lessor may also be damaged by such a breach, and that monetary damages for any such breach may be impossible to calculate and may be an inadequate remedy. Accordingly, this provision shall be enforceable by an action for the specific performance of such provision, in addition to Lessor's entitlement to receive monetary damages to compensate it for the inaccessibility of the ware yard at any time in violation of such provision.

Upon the completion of the construction and installation of the facilities for the Expansion and the issuance of all applicable permits for such construction and installation and for the use of the ware yard as so expanded, the Lease shall be deemed amended so that thereafter all references therein to the "ware yard" shall mean the ware yard as so expanded.

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